

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

In re:

CLEARWATER TRANSPORTATION, LTD.,

Debtor.¹

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CHAPTER 11 CASE

CASE NO. 19-50292-cag

**NOTICE OF PROPOSED FINAL CASH COLLATERAL ORDER AND
FINAL PROPOSED CASH COLLATERAL BUDGET AS PROVIDED FOR IN THE
SECOND INTERIM CASH COLLATERAL ORDER**

PLEASE TAKE NOTICE that pursuant to the *Second Interim Order (I) Authorizing the Debtor to Use Cash Collateral; (II) Granting Adequate Protection; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 28] (the “Second Interim Cash Collateral Order”), attached hereto as Exhibit “A” is the proposed form of Final Cash Collateral Order with respect to the *Emergency Motion for Interim and Final Orders (I) Authorizing the Debtor to Use Cash Collateral; (II) Granting Adequate Protection; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 9] filed by Clearwater Transportation, Ltd. (the “Debtors”). Additionally, as provided in the Second Interim Cash Collateral Order, attached as Exhibit “1” to the proposed form of Final Cash Collateral Order is a Final Proposed Cash Collateral Budget.

PLEASE TAKE FURTHER NOTICE pursuant to the Second Interim Cash Collateral Order that any party objecting to the Motion and the relief requested therein, the proposed Final Cash Collateral Order, and/or the Final Cash Collateral Budget shall file any such objection in the Case and serve any such objection on Debtor’s counsel, Patrick L. Huffstickler, Dykema Gossett PLLC, 112 E. Pecan Street, Suite 1800, San Antonio, Texas 78205, and the Office of the

¹ The Debtor’s address is 6013 Fountainwood, San Antonio, Texas 78233 and the last four digits of its Federal Tax Identification number are 2020.

United States Trustee, 615 E. Houston St., Ste. 533, San Antonio, TX 78205, on or before 5:00 p.m., central time, on April 8, 2019. Any such objection shall set out in detail any purported liens, security interests, encumbrances, or other purported interests in Debtor's Cash Collateral and/or any other assets of the Debtor and Debtor's Estate, or in any and all other assets, funds, receipts, receivables, or other property in the possession of or under the control of the Debtor, and include as exhibits, or in a separate contemporaneous filing, any and all relevant loan, security, mortgage, pledge or other documents that purport to create a lien, pledge, encumbrance, or other interest in the assets of Debtor or Debtor's Estate, or property, funds, receipts, receivables, in the possession of or under the control of Debtor. Such objection shall also detail the adequate protection which such party believes is necessary and appropriate for Debtor's use of such party's Cash Collateral.

Dated: April 5, 2019.

Respectfully submitted,

DYKEMA GOSSETT PLLC

By: /s/ Patrick L. Huffstickler

Patrick L. Huffstickler

State Bar No. 10199250

phuffstickler@dykema.com

112 East Pecan Street, Suite 1800

San Antonio, Texas 78205

(210) 554-5500

(210) 226-8395 (Fax)

**COUNSEL FOR DEBTOR AND
DEBTOR-IN-POSSESSION**

CERTIFICATE OF SERVICE

I hereby certify that on April 5, 2019, a true and correct copy of the foregoing document was served by electronic notification by the Electronic Case Filing system for the United States Bankruptcy Court for the Western District of Texas and by U.S. first-class mail to the parties on the attached Limited Service List.

/s/ Patrick L. Huffstickler

Patrick L. Huffstickler

Clearwater Transportation, Ltd. – 19-50292

Limited Service List

Debtor:

Clearwater Transportation, Ltd.
6013 Fountainwood
San Antonio, TX 78233
Via Mail

Attorney for Debtor

Patrick L. Huffstickler
Dykema Gossett PLLC
112 E. Pecan St., #1800
San Antonio, TX 78205
ECF: phuffstickler@dykema.com

Office of the U.S. Trustee

615 E. Houston, Suite 533
San Antonio, TX 78205
Via ECF: USTP.Region07@usdoj.gov

LENDERS/POTENTIAL SECURED CREDITORS

Funding Circle
FC Marketplace, LLC
747 Front St., 4th Fl.
San Francisco CA 94111
Via Mail

Newtek Small Business Finance LLC
1981 Marcus Ave., #130
Lake Success NY 11042
Via Mail

IOU Central Inc.
600 TownPark Lane, Suite 100
Kennesaw, GA 30144
Via Mail

Funding Metrics, LLC
dba Lendini
884 TownCenter Drive
Langhorne, PA 19047
Via Mail

Pioneer Park LLC
P.O. Box 398321
San Francisco, CA 94139-8321
Via Mail

GM Financial
P.O. Box 183593
Arlington, TX 76096-3834
Via Mail

Pearl Delta Funding LLC
c/o Pryor & Mandelup
Attn: Anthony Giuliano
675 Old Country Road
Westbury, NY 11590
Via Mail

TAXING AND REGULATORY AGENCIES

Bell County Appraisal District
P.O. Box 390
Belton TX 76513-0390
Via Mail

Bexar County Tax Office
P.O. Box 2903
San Antonio TX 78299-2903
Via Mail

City of Austin
Controller's Office
P.O. Box 2920
Austin TX 78768-2920
Via Mail

Internal Revenue Service
Centralized Insolvency Operation
P.O. Box 7346
Philadelphia, PA 19101-7346
Via Mail

Texas Comptroller of Public Accounts
Revenue Accounting Division -
Bankruptcy Section
P.O. Box 13528 Capitol Station
Austin, TX 78711
Via Mail

Texas Workforce Commission
TWC Building - Regulatory Integrity
Division
101 East 15th Street
Austin, TX 78778
Via Mail

Tax Appraisal District of Bell County
P.O. Box 390
Belton, TX 76513-0390
Via Mail

Travis County Tax Office
Bruce Elfant, Tax Assessor-Collector
P.O. Box 149328
Austin, TX 78714-9328
Via Mail

Tom Green Appraisal District
2302 Pulliam St.
San Angelo TX 76905
Via Mail

Albert Uresti, MPA, PCC
Bexar County Tax Assessor-Collector
P.O. Box 2903
San Antonio, TX 78299-2903
Via Mail

United States Department of Justice -
All Divisions:
United States Attorney, Civil Process
Clerk
N. W. Loop 410, Suite 600
San Antonio, TX 78216
Via Mail

AIRPORT CONCESSION PARTIES

City of Austin
c/o U.S. Bank, N.A.
P.O. Box 70870
Saint Paul MN 55170-9705
Via Mail

Austin CONRAC, LLC
Attn: Marshall A. Fein, COO
12130 Colwick
San Antonio, TX 78216
Via Mail

Director of Aviation
THE CITY OF AUSTIN
Austin-Bergstrom International Airport
3600 Presidential Blvd., Suite 411
Austin, TX 78719
Via Mail

The Airport Properties Manager
Department of Aviation
THE CITY OF AUSTIN
Austin-Bergstrom International Airport
3600 Presidential Blvd., Suite 411
Austin, TX 78719
Via Mail

City of Austin
City Clerk
301 W. Second St.
Austin, TX 78701
Via Mail

City of Killeen
8101 S. Clear Creek Rd., Box C
Killeen, TX 76549
Via Mail

Killeen-Fort Hood Regional Airport
Attn: Executive Director of Aviation
8101 S. Clear Creek Rd., Box C
Killeen, TX 76549
Via Mail

City of Killeen
Attn: City Attorney
101 N. College St., 1st Floor
Killeen, TX 76541
Via Mail

City of San Angelo
San Angelo Regional Airport-Mathis Field
8618 Terminal Circle, Ste. 101
San Angelo, TX 76904
Via Mail

City Attorney's Office
72 W. College Avenue
San Angelo, TX 76903
Via Mail

Austin Conrac, LLC
Conrac Managing, c/o Conrac Solutions
981 Lowell Ave. SW, #125
Renton, WA 98057
Via Mail

TOP 20 UNSECURED CREDITORS (EXCLUSIVE OF OTHER CATEGORIES)

ATS Processing Services
1150 N. Alma School Rd.
Mesa, AZ 85201
Via Mail

Calhoun, Thomson & Matza
9500 Aboretum Blvd., #120
Austin, TX 78759
Via Mail

Dent Crafters
166 Briar Forest Dr.
Bastrop, TX 78602
Via Mail

Highway Toll Administrations
66 Powerhouse Rd., #103
Roslyn Heights, NY 11577
Via Mail

Town North Nissan
9160A Research Blvd.
Austin, TX 78758
Via Mail

Town North Nissan
9160A Research Blvd.
Austin, TX 78758
Via Mail

CONTRACT AND VEHICLE LEASE PARTIES

Hincklease, Inc.
Attn: Bill Jeffries
2305 President's Dr., Ste. F
Salt Lake City UT 84120
Via Mail

Selig Leasing Company, Inc.
Attn: Steve Schaefer
2510 S. 108th St.
West Allis WI 53227
Via Mail

Hertz Global Holdings
Thrifty Rent-A-Car System, Inc.
Dollar Rent A Car, Inc.
Attn: Robert M. Barton
8501 Williams Road
Estero, FL 33928
Via Mail

Union Leasing, Inc.
P.O. Box 75850
Chicago, IL 60675-5850
Via Mail

The Bancorp
409 Silverside Road
Suite 105
Wilmington, DE 19809
Via Mail

Harbor Properties
850 S. Hermitage Road, Suite B1
Hermitage, PA 16148
Via Mail

Commercial Fleet Leasing
The Bancorp Bank
Attn: Paul F. Pollock
626 Jacksonville Road, Suite 205
Warminster, PA 18974
Via Mail

DTG
Dba DTG Operations, Inc.
Attn: Lockbox Dept. 673
6242 E. 41st Street
Tulsa, OK 74135
Via Mail

Bancorp Bank
Attn: Paul F. Pollock
3755 Park Lake St.
Orlando FL 32803-5265
Via Mail

NOTICES OF APPEARANCE

Bell County Tax Appraisal District
c/o Tara LeDay
McCreary, Veselka, Bragg & Allen, PC
P O Box 1269
Round Rock, TX 78680-1269
ECF: tleday@mvalaw.com

Bexar County
c/o Don Stecker
Linebarger Goggan Blair & Sampson
LLP
711 Navarro Street, Ste 300
San Antonio, TX 78205
ECF: don.stecker@lgbs.com

Tom Green CAD
c/o Elizabeth Weller
Linebarger Goggan Blair & Sampson, LLP
2777 N. Stemmons Freeway
Suite 1000
Dallas, TX 75207

Newtek Small Business Finance, LLC
c/o Michael Flume
Flume Law Firm, LLP
1020 N.E. Loop 410, Suite 530
San Antonio, TX 78209

Frost Bank
c/o Robert L. Barrows
Warren, Drugan & Barrows, P.C.
800 Broadway
San Antonio, TX 78215

Travis County
c/o Kay D. Brock
Assistant Travis County Attorney
P.O. Box 1748
Austin, TX 78767

Mark Paul
AutoAp, Inc.
P.O. Box 91507
Portland, OR 97291

Austin CONRAC, LLC
c/o Sabrina L. Streusand
Streusand, Landon Ozburn & Lemmon,
LLP
1801 S. MoPac Expressway Ste 320
Austin, TX 78746

Stephanie Hernandez
c/o Charlie Shelton
Hajjar Peters, LLP
3144 Bee Caves Rd.
Austin, TX 78746

The Hertz Corporation
c/o William J. Hanlon
Nascine Howell
Seyfarth Shaw LLP
Two Seaport Lane, #300
Boston, MA 02210

**The Comptroller of Public Accounts
of the State of Texas**
c/o John Mark Stern
Assistant Attorney General
Bankruptcy & Collections Division
MC 008
P.O. Box 12548
Austin, TX 78711-2548

Selig Leasing Company, Inc.
Michael G. Colvard
Martin & Drought, P.C.
Bank of America Plaza, 25th Floor
300 Convent Street
San Antonio, TX 78205

Selig Leasing Company, Inc.
c/o Samuel C. Wisotzkey
Kohner, Mann & Kailas, S.C.
Washington Building
4650 N. Port Washington Rd.
Milwaukee, WI 53212-1059

Pearl Capital Funding
c/o Anthony F. Giuliano
Pryor & Mandelup, L.L.P.
675 Old Country Road
Westbury, New York 11590

EMAIL NOTICES

Hincklease via pdf email to

Chris@hincklease.com
Pkeith@djplaw.com
Brian@hincklease.com

Exhibit “A”

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

In re:

CLEARWATER TRANSPORTATION, LTD.,

Debtor.¹

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CHAPTER 11 CASE

CASE NO. 19-50292-cag

**FINAL ORDER (I) AUTHORIZING DEBTOR TO USE CASH COLLATERAL;
(II) GRANTING ADEQUATE PROTECTION; AND
(III) GRANTING RELATED RELIEF**

The Court has considered the *Emergency Motion for Interim and Final Orders (I) Authorizing the Debtor to Use Cash Collateral; (II) Granting Adequate Protection; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the “Motion”)² filed by Clearwater Transportation Ltd. (the “Debtor”), the Debtor-in-Possession in the above-captioned Case.

¹ The Debtor’s address is 6013 Fountainwood, San Antonio, Texas 78233 and the last four digits of its Federal Tax Identification number are 2020.

² Capitalized terms not otherwise defined herein have the definitions ascribed in the Motion.

The Court finds that (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may constitutionally enter this final order on the Motion; (iii) the final relief requested in the Motion and granted herein is in the best interests of the Debtor, its estate, and its creditors and is necessary to avoid immediate and irreparable harm to the Debtor and its estate (the "Estate"); (iv) proper and adequate notice of the Motion has been given under the circumstances and that no other or further notice is necessary; (v) all objections to the Motion have been resolved by this Order or are overruled in their entirety; and (vi) upon the record herein, after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein.

Additionally, with respect to Debtor's Hertz Franchise Agreements, the Court finds that:

- i. Clearwater Transportation, Ltd., d/b/a Hertz, d/b/a Dollar Rent-A-Car, d/b/a Thrifty Car Rental has franchise operations at the following locations: (1) Austin-Bergstrom International Airport located at 3600 Presidential Blvd., Austin, Texas 78719 ("Austin Location"); (2) San Angelo Regional Airport - Mathis Field located at 8618 Terminal Circle, San Angelo, Texas 76904 ("San Angelo Location"); and (3) Killeen - Fort Hood GRK Regional Airport located at 8101 South Clear Creek Road, Killeen, Texas 76549 ("Killeen Location");
- ii. The Hertz Corporation and its subsidiaries, Hertz System, Inc., Dollar Rent A Car System, Inc., and Thrifty Rent-A-Car System, LLC (collectively, "Hertz") and Debtor are parties to the following pre-petition franchise agreement(s): (1) Dollar Rent A Car, Inc. Franchise Agreement dated June 11, 2018 with an effective date of January 1, 2019 ("Dollar Franchise"); and (2) Thrifty Rent-A-Car System, LLC Franchise Agreement dated June 11, 2018 with an effective date of January 1, 2019 as amended on January 1, 2019 ("Thrifty Franchise");
- iii. Monty Merrill is the licensee under a Hertz System License Agreement dated November 11, 1956, as modified, amended or supplemented from time to time ("Hertz Franchise"), and the operating rights under the Hertz Franchise have been assigned to Debtor (the Hertz Franchise, Dollar Franchise and Thrifty Franchise are collectively referred to herein as the "Franchise Agreements");
- iv. The monthly franchise activity is reported and billed in arrears under the Franchise Agreements as follows:

- (a) The Debtor reports franchise activity ten (10) days after the prior month's end (*i.e.*, the Debtor's January 2019 franchise activity is reported to Hertz on February 10, 2019);
 - (b) Based on the report and additional franchise activity tracked by Hertz, Hertz bills the Debtor by the end of the month, *i.e.*, January activity is reported February 10 and billed by February 28; and
 - (c) The bill is due ten (10) days after Hertz's invoice, *i.e.*, by March 10;
- v. Although the monthly bill primarily contains charges for the month reported, it also includes charges for franchise activity before and after the reporting period, and would be difficult and administratively burdensome to separate; and
 - vi. The Franchise Agreements are vital to the Debtor's business and the Debtor wants to continue making payments on franchise costs in the ordinary course of business during the pendency of the instant bankruptcy case, to among other things, avoid the accrual of unpaid cure costs.

IT IS THEREFORE ORDERED as follows:

1. The Motion is **GRANTED** on a final basis as set out herein.
2. The Debtor is authorized to use Cash Collateral on a final basis pursuant to the Final Cash Collateral Budget attached hereto as Exhibit 1. Debtor shall use its Cash Collateral solely to pay the expenses in the amounts and at the times provided in the Final Cash Collateral Budget; provided, however, that the Debtor shall have authority to use Cash Collateral in excess of the amounts set forth in the Final Cash Collateral Budget on a weekly basis to the extent that such variance does not exceed twenty percent (20%) on a line item or weekly aggregate basis.
3. With respect to the Hertz Franchise Agreements and Debtor's obligations thereunder:
 - a. Hertz may continue to bill Debtor for franchise costs in the ordinary course;
 - b. The Debtor shall pay for ordinary course franchise costs incurred under the Franchise Agreements, including pre-petition costs, provided however, that nothing herein shall waive either parties' rights under Section 365 of the Bankruptcy Code with respect to the Franchise Agreements, including the estate's rights to recover pre-petition costs paid hereunder in the event the Franchise Agreements are rejected;

- c. Immediately upon entry of this Order by the Court, all provisions of this Order shall be binding upon and to the benefit of Hertz, the Debtor, the Debtor's estate, Debtor's creditors, parties-in-interest, counsel and agents, and each of its or their respective successors and assigns;
- d. Except as provided herein, all payments to Hertz authorized by this Court are final and are not subject to reversal or disgorgement under any circumstances. This Order, and all terms and conditions set forth herein, shall survive the conversion of the case to a Chapter 7, the appointment of a trustee, and/or the confirmation of a plan of reorganization or liquidation. Nothing in this Order shall impair or be deemed to have impaired any of the rights of Hertz or Debtor under the Interim Cash Collateral Order, the Second Interim Cash Collateral Order, and/or any of the Debtor's Franchise Agreements with Hertz;
- e. Nothing in this Order shall preclude or prevent Hertz or Debtor from enforcing their rights. Hertz and Debtor hereby reserves all of their rights pursuant to the Franchise Agreements, any settlement agreement(s) between Debtor and Hertz, and all Orders of this Court.

4. As adequate protection for any diminution in value of a creditor's interest in Cash Collateral resulting from Debtor's use thereof after the Petition Date, any party with a validly granted, properly perfected and properly enforceable lien or security interest under applicable non-bankruptcy law shall be granted (without the necessity of the Debtor or such creditor executing any mortgages, deeds of trust, security agreements, pledge agreements, control agreements, financing statements or other documentation) validly perfected and enforceable security interests in, and liens upon, all property of the Debtor and Debtor's Estate arising post-petition (the "Post-Petition Collateral") of the same type and nature of the property of Debtor that served as such creditor's pre-petition collateral (but excluding any claims and causes of action of Debtor, including any avoidance actions under the applicable provisions of the Bankruptcy Code or applicable non-bankruptcy law), but only to the extent of the validity, enforceability, perfection and priority of such creditor's security interest and liens in any pre-petition assets of the Debtor (the "Replacement Liens"). The Replacement Liens granted herein

in the Post-Petition Collateral shall be in addition to all other rights of such secured creditors, including any secured creditor's liens and security interests in any pre-petition collateral.

5. As adequate protection for Pearl Delta Funding and Lendini, parties to agreements that purportedly provide for the "purchase" of Debtor's "receipts" or "accounts", adequate protection for those two (2) parties shall consist of continued payment to such parties in the ordinary course of business by Debtor pursuant to their agreements with Debtor (*i.e.* daily ACH payments in the amount of \$2,121.22 to Lendini and weekly ACH payments in the amount of \$10,612.00 to Pearl Delta Funding (collectively, the "Factor ACH Debits")). Any or all of such Factor ACH Debits shall, however, be subject to recovery by Debtor if it is ultimately determined by the Court that such Factor ACH Debits should not have been paid for any reason. In the event of any such recovery, the Replacement Liens provided for other parties herein shall be applicable to Pearl Delta Funding and Lendini at that point. Further, nothing in this Final Cash Collateral Order is a determination of the rights of Debtor, Pearl River Funding or Lendini with respect to their agreements and Debtor's receipts and accounts, and the rights of such parties in that regard are preserved and protected. In this regard, Debtor may stop the Pearl Delta Funding and Lendini ACH payments at any time and thereafter seek such relief as Debtor believes appropriate to appropriately determine the nature of and appropriately treat the claims and purported interests of Pearl Delta Funding and Lendini in Debtor's assets and also address any interest they may have in cash collateral.

6. Nothing in this Final Cash Collateral Order shall be a determination of the rights of Debtor or any purported secured creditor regarding the validity, enforceability, perfection, or priority of any lien, claim or encumbrance of any purported secured creditor against the assets of

the Debtor or the Debtor's Estate and the rights of all parties are preserved and protected in that regard.

7. With respect to Debtor's obligations to Bancorp Bank ("Bancorp"), which obligations are secured by liens on certain vehicles in Debtor's rental fleet, Debtor and Bancorp are authorized to renew and extend the obligations on the various vehicles in the ordinary course of business, consistent with the parties past and customary practice, and Debtor thereafter may pay Bancorp with respect to such renewed vehicle obligations consistent with the parties past and customary practice. If Debtor seeks to sell a vehicle covered by a Bancorp lien, Debtor shall obtain consent to such sale and use of proceeds from Bancorp but if no agreement is obtained from Bancorp, Debtor may submit the proposed sale to the Court for approval, with the Debtor's and Bancorp's rights reserved in connection therewith.

8. Debtor may authorize any of the payments provided for in the Final Cash Collateral Budget to be effectuated via ACH transfers and Debtor's bank, Frost Bank, shall process such ACH authorizations in the ordinary course of business.

9. If Debtor sells a vehicle under any of its fleet leases with Hincklease or Selig Leasing Company, it shall make payment to Hincklease or Selig Leasing Company, as applicable, the "pay-off" obligation owed for that particular vehicle under the applicable lease or financing arrangement and Debtor may retain and use any excess funds pursuant to the Final Cash Collateral Budget. The "pay-off" obligation for any vehicle sale pursuant to this paragraph shall be determined and paid in accordance with the terms and conditions of the applicable agreements between the Debtor and the applicable leasing counterparty, and shall include all costs, expenses, fees, and other obligations in accordance with the applicable agreements, or as may be agreed otherwise in writing by the Debtor and Hincklease or Selig.

10. As further adequate protection for Selig Leasing regarding the vehicles it leases to the Debtors, upon reasonable written request, the Debtor shall promptly provide to Selig Leasing such documents, records, and such other information reflecting the mileage, condition, maintenance, repairs, and insurance coverage for any vehicle as Selig Leasing shall request.

11. Notwithstanding anything herein to the contrary, the relief granted herein is without prejudice to any rights of the Texas Comptroller of Public Accounts to funds which do not constitute property of the estate but which may qualify as tax trust funds. The Comptroller is not precluded from pursuing such funds by this Order, nor is any party in interest precluded from contesting any action of the Comptroller to recover alleged trust funds. Nothing in this order shall be construed to prevent the Debtor from complying with 28 U.S.C. §§ 959 and 960 with respect to the Comptroller's trust fund taxes.

12. Debtor shall pay the Motor Vehicle Rental Tax due to the Texas Comptroller every ten business days starting on the first Tuesday which is ten or more days from the entry date of this Order rather than paying such Motor Vehicle Rental Tax monthly to the Texas Comptroller.

13. This Final Order shall be deemed effective immediately and, for the avoidance of doubt, Bankruptcy Rule 6004(h) shall not apply hereto.

14. Within three (3) business days after entry of this Final Order, Debtor shall mail a copy of this Final Cash Collateral Order to the parties on the Limited Service List and any other parties which Debtor believes may assert an interest in Debtor's Cash Collateral, or other assets or any property or funds under the control of or in the possession of Debtor or Debtor's Estate.

15. The Replacement Liens granted pursuant to this Final Cash Collateral Order are specifically limited to the diminution in value resulting from Debtor's use of Cash Collateral after the Petition Date and solely to the extent of any such diminution.

16. This Final Cash Collateral Order is without prejudice to rights of any party in interest to challenge the validity, amount, perfection, priority, extent, or enforceability of any claim or security interest, lien, encumbrance or other interest in any of Debtor's assets, or any assets under the control of or in possession of Debtor or its Estate.

17. Debtor's Final Cash Collateral Budget attached hereto extends through the week of August 26, 2019. Debtor shall file and serve on the Limited Service List proposed tri-monthly supplemental Final Cash Collateral Budgets for time periods after the week of August 26, 2019 reflecting budgets for continued use of cash collateral after August 26, 2019, if necessary. Debtor shall serve such proposed Supplemental Final Cash Collateral Budgets 21 days before the end of the time period covered by the then existing and operative Final Cash Collateral Budget or Supplemental Cash Collateral Budget. Parties-in-Interest shall file any objection to any such proposed Supplemental Final Cash Collateral Budget within seven (7) days of the filing date of any proposed Supplemental Final Cash Collateral Budget or such proposed Supplemental Final Cash Collateral Budget shall become operative and effective. In the event any objection is filed, Debtor shall file an expedited motion for approval of the proposed Supplemental Final Cash Collateral Budget.

18. Notwithstanding any other provisions included in the Interim Cash Collateral Order, the Second Interim Cash Collateral Order, or this Final Cash Collateral Order, or any agreements approved hereby, any statutory liens (collectively, the "Tax Liens") of The County of Bell Tax Appraisal District, Texas, Travis County, Bexar County and Tom Green County

(collectively, the “Taxing Authorities”) shall not be primed by nor made subordinate to any liens granted to any party hereby to the extent such Tax Liens are valid, senior, perfected, and unavoidable, and all parties’ rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Taxing Authorities are fully preserved.

19. With respect to the City of Austin, Debtor shall deposit the CFCs collected and the 5% Town Lake Bond Fund Vehicle Tax collected into its Tax Account on a bi-weekly basis and thereafter pay the CFCs and the 5% Town Lake Bond Fund Vehicle Tax when due under the relevant agreement or City Ordinance. In the event Debtor fails to pay the CFCs and the 5% Town Lake Bond Fund Vehicle Tax when due, the City of Austin may provide the Debtor with a notice of default and, if Debtor fails to cure such default within 10 days, Debtor shall thereafter pay the CFCs and the 5% Town Lake Bond Fund Vehicle Tax weekly.

20. The Court retains jurisdiction with respect to all matters arising from or related to this Final Cash Collateral Order and the implementation of this Final Cash Collateral Order.

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Prepared and submitted by:

Patrick L. Huffstickler
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San Antonio, Texas 78205
(210) 554-5500
(210) 226-8395 (Fax)

COUNSEL FOR DEBTOR AND DEBTOR-IN-POSSESSION

Exhibit “1”

FINAL CASH COLLATERAL BUDGET (4/4/19)

Clearwater Transportation, Ltd. - Case No. 19-50292-CAG

	Beginning	Week 0204	Week 0211	Week 0218	Week 0225	Week 0304	Week 0311	Week 0318	Week 0325	Week 0401	Week 0408	Week 0415
Cash on hand (beginning of week)	\$238,751.44	\$238,751.44	\$119,059.81	\$74,846.48	\$264,803.00	\$267,137.03	\$243,527.26	\$162,426.08	\$270,705.88	\$314,569.05	\$382,920.05	\$344,491.05
Cash on hand (end of week)	\$238,751.44	\$119,059.81	\$74,846.48	\$264,803.00	\$267,137.03	\$243,527.26	\$162,426.08	\$270,705.88	\$314,569.05	\$382,920.05	\$344,491.05	\$249,315.28
CASH RECEIPTS												
Card sales		\$124,594.68	\$128,506.65	\$137,788.22	\$140,118.25	\$137,311.06	\$165,471.22	\$152,798.06	\$158,756.23	\$183,000.00	\$183,000.00	\$183,000.00
Damage Collections					\$12,553.09	\$1,802.66	\$278.89	\$6,000.00	\$9,290.00	\$9,000.00	\$9,000.00	\$9,000.00
Fleet Incentives							\$29,183.28		\$9,485.52	\$0.00	\$0.00	\$0.00
Vehicle Sales		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00
Owner contributions		\$124,594.68	\$128,506.65	\$137,788.22	\$140,118.25	\$137,311.06	\$165,471.22	\$152,798.06	\$158,756.23	\$183,000.00	\$183,000.00	\$183,000.00
TOTAL CASH RECEIPTS		\$124,594.68	\$128,506.65	\$137,788.22	\$140,118.25	\$137,311.06	\$165,471.22	\$152,798.06	\$158,756.23	\$183,000.00	\$183,000.00	\$183,000.00
Total cash available	\$238,751.44	\$363,346.12	\$247,566.46	\$280,434.70	\$417,454.34	\$406,250.75	\$438,460.65	\$321,224.14	\$448,237.63	\$670,569.05	\$568,920.05	\$530,491.05
CASH PAID OUT												
American Express		\$3,000.00	\$11,077.43	\$6,000.00		\$11,902.85	\$6,154.94		\$1,227.62	\$4,000.00	\$4,000.00	\$4,000.00
Body Shop Repairs						\$44,837.09				\$44,835.00	\$0.00	\$0.00
City of Austin - MAGS												
City of Austin Excess						\$3,176.25				\$3,176.00	\$0.00	\$0.00
City of Austin - Service Center						\$9,596.84				\$9,597.00	\$0.00	\$0.00
City of Killeen - Maps/Rent/Excess						\$175.00				\$9,500.00	\$0.00	\$0.00
City of San Angelo - Maps/Rent/Excess		\$5,516.41	\$1,578.28			\$2,146.03	\$2,363.57	\$608.43		\$4,600.00	\$0.00	\$0.00
Communications/Telephone/Internet										\$0.00	\$0.00	\$67,413.77
Comptroller 5% Qtrly (Town Lake)		\$445.60				\$1,351.62	\$2,616.01			\$1,200.00	\$0.00	\$0.00
Contract Labor - Shuttlers						\$35,051.00				\$35,051.00	\$0.00	\$0.00
CONRAC Rent & O&M		\$16,229.00	\$196.98	\$458.14	\$1,041.55	\$14,339.14	\$13,163.37	\$196.39	\$60.04	\$22,500.00	\$0.00	\$0.00
Credit Card Discounts POS										\$9,000.00	\$0.00	\$0.00
Employee Benefit Programs		\$8,589.23	\$4,200.00		\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00
Fuel - CONRAC										\$74,000.00	\$0.00	\$0.00
Hertz Statement		\$11,017.24	\$1,311.76			\$11,795.73	\$6,337.80			\$12,000.00	\$0.00	\$0.00
Insurance Fleet										\$30,000.00	\$0.00	\$30,000.00
Motor Vehicle Rental Tax (10% Tax)		\$3,517.60	\$182.98			\$201.96	\$631.69			\$1,667.00	\$0.00	\$0.00
Office Supplies		\$1,923.56	\$54,388.64		\$41,764.62	\$62,356.10	\$2,240.06	\$45,594.76		\$0.00	\$50,000.00	\$0.00
Payroll/PR Fees/Workers Comp						\$888.30				\$12,548.00	\$0.00	\$0.00
Interest Expense		\$24,451.47		\$6,303.40	\$12,670.25					\$0.00	\$0.00	\$0.00
Rent/Lease Harbor / Real Estate		\$6,379.18								\$6,303.40	\$0.00	\$0.00
TSD - POS Software		\$57,522.00					\$39,383.05			\$0.00	\$0.00	\$40,000.00
US Bank Trustee - CFC's		\$518.14	\$1,550.74			\$1,702.06				\$1,620.00	\$0.00	\$0.00
Utilities & Trash		\$42.00	\$1,120.19	\$289.03	\$12.50	\$811.10	\$3,308.62	\$1,537.00	\$1,770.76	\$1,050.00	\$1,050.00	\$1,050.00
Vehicle Repair & Maintenance		\$1,170.17	\$71,762.95	\$67,782.95	\$84.80	\$70,709.47	\$69,869.47			\$5,000.00	\$0.00	\$0.00
Tag and tax										\$0.00	\$0.00	\$0.00
US Trustee Fee		\$1,000.00								\$5,000.00	\$0.00	\$0.00
Capital One - Toll payments		\$20,860.11				\$82,031.59				\$0.00	\$0.00	\$0.00
Vehicle Payments		\$162,181.71	\$145,791.67	\$49,506.33	\$139,705.31	\$145,265.45	\$210,396.95	\$20,093.74	\$63,056.58	\$265,777.00	\$79,817.00	\$150,563.77
SUBTOTAL		\$5,710.21	\$5,710.21	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00
NP IOU		\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00
NP Pearl		\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00
NP Funding Metrics Lendini										\$0.00	\$0.00	\$0.00
NP Marketplace-Pioneer Park										\$0.00	\$0.00	\$0.00
NP Newtek SSA		\$8,472.00				\$8,846.04	\$42,126.37			\$8,490.00	\$0.00	\$0.00
NP Bancorp - Fleet		\$46,704.29					\$2,770.81			\$0.00	\$84,000.00	\$0.00
NP Hinkle - Fleet							\$10,128.44	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$120,000.00
NP Hinkle - Fleet										\$0.00	\$0.00	\$0.00
NP Sellig - Fleet										\$0.00	\$0.00	\$0.00
Professional Fees						\$50,283.59				\$0.00	\$0.00	\$0.00
Owners' withdrawal										\$0.00	\$0.00	\$0.00
TOTAL CASH PAID OUT		\$244,286.31	\$172,719.98	\$15,631.70	\$150,317.31	\$162,723.49	\$276,034.57	\$50,518.26	\$133,668.58	\$287,649.00	\$224,429.00	\$281,175.77
Cash on hand (end of week)	\$238,751.44	\$119,059.81	\$74,846.48	\$264,803.00	\$267,137.03	\$243,527.26	\$162,426.08	\$270,705.88	\$314,569.05	\$382,920.05	\$344,491.05	\$249,315.28

FINAL CASH COLLATERAL BUDGET (4/4/19)

Clearwater Transportation, Ltd. - Case No. 19-50292-CAG

	Week 0422	Week 0429	Week 0506	Week 0512	Week 0519	Week 0526	Week 0603	Week 0610	Week 0617	Week 0624	Week 0701
Cash on hand (beginning of week)	\$249,315.28	\$298,553.28	\$424,732.27	\$252,474.36	\$212,112.36	\$211,100.36	\$340,738.36	\$188,665.53	\$143,303.53	\$137,291.53	\$261,929.53
Cash on hand (end of week)	\$298,553.28	\$424,732.27	\$252,474.36	\$212,112.36	\$211,100.36	\$340,738.36	\$188,665.53	\$143,303.53	\$137,291.53	\$261,929.53	\$180,480.70
CASH RECEIPTS	1	2									
Cash sales	\$183,000.00	\$183,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$175,000.00	\$170,000.00	\$170,000.00	\$170,000.00	\$170,000.00	\$170,000.00
Damage Collections	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Fleet Incentives	\$0.00	\$0.00									
Vehicle Sales	\$0.00	\$0.00									
Owner contributions	\$0.00	\$0.00									
TOTAL CASH RECEIPTS	\$186,000.00	\$186,000.00	\$178,000.00	\$178,000.00	\$178,000.00	\$178,000.00	\$173,000.00	\$173,000.00	\$173,000.00	\$173,000.00	\$173,000.00
Total cash available	\$435,315.28	\$484,553.28	\$602,732.27	\$430,474.36	\$390,112.36	\$389,100.36	\$513,738.36	\$361,665.53	\$316,303.53	\$310,291.53	\$434,929.53
CASH PAID OUT	1	2									
American Express	\$0.00	\$0.00			\$6,000.00				\$6,000.00		
Body Shop Repairs	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
City of Austin - MAGS	\$0.00	\$0.00	\$44,835.00				\$44,835.00				\$44,835.00
City of Austin Excess	\$0.00	\$0.00	\$12,258.91				\$670.83				\$46.83
City of Austin - Service Center	\$0.00	\$0.00	\$3,176.00				\$3,176.00				\$3,176.00
City of Killean - Mags/Rent/Excess	\$0.00	\$0.00	\$9,597.00				\$0.00				\$0.00
City of San Angelo - Mags/Rent/Excess	\$0.00	\$0.00	\$9,500.00				\$9,500.00				\$9,500.00
Communications/Telephone/Internet	\$0.00	\$0.00	\$4,600.00				\$4,600.00				\$4,600.00
Comptroller 5% Qnty (Town Lake)	\$0.00	\$0.00									
Contract Labor - Shuttlers	\$0.00	\$0.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
CONRAC Rent & O&M	\$0.00	\$0.00	\$35,051.00				\$35,051.00				\$35,051.00
Credit Card Discounts POS	\$0.00	\$0.00	\$22,500.00				\$22,500.00				\$22,500.00
Employee Benefit Programs	\$9,000.00	\$0.00	\$8,650.00		\$8,650.00		\$8,650.00		\$8,650.00		\$8,650.00
Fuel - CONRAC	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00
Hertz Statement	\$70,000.00	\$0.00		\$70,000.00					\$70,000.00		
Insurance Fleet	\$0.00	\$0.00	\$12,000.00	\$30,000.00		\$30,000.00	\$12,000.00	\$30,000.00		\$30,000.00	
Motor Vehicle Rental Tax (10% Tax)	\$0.00	\$30,000.00									\$30,000.00
Office Supplies	\$0.00	\$0.00	\$0.00								
Payroll/PF Fees/Workers Comp	\$40,000.00	\$0.00	\$50,000.00		\$36,000.00		\$46,000.00		\$36,000.00		\$46,000.00
Interest Expense	\$0.00	\$0.00	\$12,548.00				\$12,548.00				\$12,548.00
Rent/Lease Harbor / Real Estate	\$0.00	\$0.00	\$6,300.00				\$6,300.00				\$6,300.00
TSD - POS Software	\$0.00	\$0.00									
US Bank Trustee - CFC's	\$0.00	\$0.00	\$1,620.00		\$40,000.00		\$1,620.00		\$40,000.00		\$1,620.00
Utilities & Trash	\$0.00	\$0.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00
Vehicle Repair & Maintenance	\$0.00	\$0.00									
Tag and tax	\$0.00	\$12,059.00									
US Trustee Fee	\$0.00	\$0.00	\$5,000.00								
Capital One - Toll payments	\$0.00	\$0.00									
Vehicle Payoffs	\$0.00	\$0.00									
SUBTOTAL	\$126,150.00	\$49,209.00	\$245,385.91	\$37,750.00	\$168,400.00	\$37,750.00	\$220,200.83	\$37,750.00	\$168,400.00	\$37,750.00	\$207,576.83
NP IOU	\$0.00	\$0.00									
NP Pearl	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00
NP Funding Metrics Landini	\$0.00	\$0.00									
FC Marketplace-Pioneer Park	\$0.00	\$0.00	\$8,490.00				\$8,490.00				\$8,490.00
NP Newtek SBA	\$0.00	\$0.00	\$58,000.00				\$58,000.00				\$58,000.00
NP Bancorp - Fleet	\$0.00	\$0.00	\$2,770.00				\$2,770.00				\$2,770.00
NP GM Financial - Fleet	\$0.00	\$0.00			\$120,000.00				\$120,000.00		
NP Hinklelease - Fleet	\$0.00	\$0.00			\$50,000.00				\$50,000.00		
NP Seilig - Fleet	\$0.00	\$0.00	\$25,000.00				\$25,000.00				\$25,000.00
Professional Fees	\$0.00	\$0.00									
Owner's withdrawal	\$0.00	\$0.00									
TOTAL CASH PAID OUT	\$136,762.00	\$59,821.00	\$350,257.91	\$218,362.00	\$179,012.00	\$48,362.00	\$325,072.83	\$218,362.00	\$179,012.00	\$48,362.00	\$254,448.83
Cash on hand (end of week)	\$298,553.28	\$424,732.27	\$252,474.36	\$212,112.36	\$211,100.36	\$340,738.36	\$188,665.53	\$143,303.53	\$137,291.53	\$261,929.53	\$180,480.70

FINAL CASH COLLATERAL BUDGET (4/4/19)

Clearwater Transportation, Ltd. - Case No. 19-50292-CAG

	Week 0708	Week 0715	Week 0722	Week 0729	Week 0805	Week 0812	Week 0819	Week 0826	Total
Cash on hand (beginning of week)	\$180,480.70	\$235,118.70	\$37,306.70	\$91,944.70	\$166,366.31	\$31,411.40	\$85,399.40	\$40,037.40	
Cash on hand (end of week)	\$235,118.70	\$37,306.70	\$91,944.70	\$166,366.31	\$31,411.40	\$85,399.40	\$40,037.40	\$80,025.40	
CASH RECEIPTS									
Cash sales	\$170,000.00	\$170,000.00	\$170,000.00	\$170,000.00	\$170,000.00	\$170,000.00	\$170,000.00	\$170,000.00	\$4,970,344.37
Damage Collections	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$95,504.64
Fleet Incentives									\$170,000.00
Vehicle Sales									\$106,468.80
Owner contributions	\$173,000.00	\$173,000.00	\$173,000.00	\$173,000.00	\$173,000.00	\$173,000.00	\$173,000.00	\$173,000.00	\$0.00
TOTAL CASH RECEIPTS	\$353,480.70	\$408,118.70	\$210,306.70	\$264,944.70	\$339,366.31	\$204,411.40	\$258,399.40	\$213,037.40	\$5,342,717.81
Total cash available									
CASH PAID OUT									
American Express		\$6,000.00				\$6,000.00			\$45,000.00
Body Shop Repairs	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$122,010.61
City of Austin - MAGS					\$44,835.00				\$269,012.09
City of Austin Excess					\$8,202.81				\$21,179.48
City of Austin - Service Center					\$3,176.00				\$19,056.25
City of Killeen - Mags/Rent/Excess					\$0.00				\$28,790.84
City of San Angelo - Mags/Rent/Excess					\$9,500.00				\$47,675.00
Communications/Telephone/Internet					\$4,600.00				\$35,212.72
Comptroller 5% City/Town Lake		\$91,800.00			\$600.00				\$159,213.77
Contract Labor - Shuttlers	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$15,813.23
CONRAC Rent & O&M					\$35,051.00				\$210,306.00
Credit Card Discounts POS					\$22,500.00				\$145,021.24
Employee Benefit Programs		\$8,650.00			\$8,650.00				\$109,013.37
Fuel - CONRAC	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$89,482.23
Hertz Statement		\$2,100.00	\$70,000.00						\$424,000.00
Insurance Fleet	\$12,000.00				\$12,000.00				\$90,462.53
Motor Vehicle Rental Tax (10% Tax)	\$30,000.00		\$30,000.00		\$30,000.00				\$372,462.16
Office Supplies						\$36,000.00			\$6,201.23
Payroll/PR Fees/Workers Comp		\$36,000.00			\$46,000.00				\$676,267.74
Interest Expense									\$888.30
Rent/Lease Harbor / Real Estate					\$12,548.00				\$99,861.72
TSD - POS Software					\$6,300.00				\$44,185.98
US Bank Trustee - CFC's		\$40,000.00							\$296,505.05
Utilities & Trash					\$1,620.00				\$11,870.94
Vehicle Repair & Maintenance	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$31,991.20
Tag and tax						\$25,566.40			\$11,169.47
US Trustee Fee						\$5,000.00			\$37,625.40
Capital One - Toll payments									\$31,000.00
Vehicle Payoffs									\$102,891.70
SUBTOTAL	\$49,750.00	\$190,200.00	\$107,750.00	\$87,966.40	\$203,082.91	\$58,400.00	\$147,750.00	\$62,400.00	\$3,554,577.25
NP IOU									\$11,420.42
NP Pearl	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$10,612.00	\$318,360.00
NP Funding Metrics Landini									\$25,454.64
FC Marketplace-Pioneer Park									\$0.00
NP Newtek SBA					\$8,480.00				\$50,922.00
NP Bancorp - Fleet	\$58,000.00				\$58,000.00				\$413,676.70
NP GM Financial - Fleet					\$2,770.00				\$16,620.81
NP Hinklelease - Fleet		\$120,000.00							\$730,128.44
NP Sellie - Fleet		\$50,000.00							\$300,283.59
Professional Fees					\$25,000.00				\$100,000.00
Owners withdrawal									\$0.00
TOTAL CASH PAID OUT	\$118,362.00	\$370,812.00	\$118,362.00	\$98,578.40	\$307,954.91	\$119,012.00	\$218,362.00	\$133,012.00	\$5,501,443.85
Cash on hand (end of week)	\$225,118.70	\$37,306.70	\$91,944.70	\$166,366.31	\$31,411.40	\$85,399.40	\$40,037.40	\$80,025.40	